

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK  
POUGHKEEPSIE DIVISION

\_\_\_\_\_X

In re:

Chapter 13

JOSE O. MORALES and  
CARMEN M. MORALES

Case No. 13-36516 (CGM)

Debtors.

\_\_\_\_\_X

**ORDER APPROVING SETTLEMENT AND  
FINAL LOAN MODIFICATION AGREEMENT**

The attorneys for the Debtors Jose O. Morales and Carmen M. Morales (the “**Debtors**”) in the above-referenced case, GENOVA & MALIN, having moved this Court for an Order Approving Settlement, as set forth in the Motion, dated December 4, 2013, and upon reading and filing the Notice of said Motion and the Motion in support thereof, dated December 4, 2013, and after Presentment of the Order on December 30, 2013, approving the entry and performance by the Debtors of a Trial Loan Modification Agreement, a copy of which is attached hereto as Exhibit A (the “**Trial Loan Modification Agreement**”), modifying on a trial basis, the loan referred to therein based on a Note dated November 1, 2005 executed by the Debtors (the “**Note**”) in the principal amount of \$224,000.00 in favor of Washington Mutual Bank, N.A. (“**WAMU**”) and related mortgage executed by Debtors on November 1, 2005 in favor of WAMU (the “**Mortgage**” and together with the Note, the “**Loan**”) on the Debtors’ residence located at 17 Leonard Street, Beacon, New York 12808 (the “**Premises**”), and which said Mortgage was assigned to JPMorgan Chase Bank, N.A. (“**Chase**”) pursuant to an executed Assignment of Mortgage from the Federal Deposit Insurance Corporation, as Receiver of Washington Mutual Bank f/k/a Washington Mutual Bank, FA, to Chase dated July 26, 2013;

Chase is the servicer of the Loan for Freddie Mac, and Chase having filed a Proof of Claim in this Bankruptcy Case ("Claim No. 12"), and there having been no appearance in opposition thereto, and due deliberation having been had thereon,

**NOW**, on motion of the Debtors herein, pursuant to 11 U.S.C. § 105 and F.R.B.P. 9019 and upon the Limited Objection of JPMorgan Chase Bank, N.A.'s To Debtors' Motion for an Order Approving Trial Period Loan Modification Agreement And Reducing Claim to Zero, it is hereby

**ORDERED**, that the Debtors and Chase are hereby authorized to enter into the Trial Loan Modification Agreement; and it is further

**ORDERED**, that the Debtors shall receive a permanent loan modification agreement, upon successful completion of the trial period through three (3) trial payments in the sum of \$1,600.44 each, beginning on January 1, 2014 and ending on March 1, 2014, and upon the Debtors continuing to qualify for a loan modification, and that should said payment terms not differ substantially due to the fixing of the Trial Loan Modification monthly payment, the permanent Loan Modification Agreement is hereby approved; and it is further

**ORDERED**, that the Debtors are authorized, without the need for further Court Order, to enter into and perform any permanent modification of the foregoing Loan and Mortgage that is on the same or better terms than the Trial Loan Modification; and it is further

**ORDERED**, that the trial payments and final permanent modification payments include principal, interest, insurance escrow, and real property tax escrow and that the mortgagee shall pay said expenses as they become due and adjust escrow accordingly upon commencement of the Debtor's trial payments and from time to time thereafter; and it is further

**ORDERED**, that Chase shall make all real property tax and homeowner's insurance payments that become due during the trial period and continue same upon the loan becoming permanently modified; and it is further

**ORDERED**, that Chase shall deliver to the Debtors the permanent loan modification agreement within thirty (30) days of the date upon which the Debtors complete the trial payments subject to the Premises having clear title at the time that the trial modification period is complete. Chase shall return to the Debtors a fully executed copy thereof within thirty (30) days of its receipt of the Loan Modification Agreement executed by the Debtors; and it is further

**ORDERED**, that the obligations due pursuant to the Note are secured by a first priority duly perfected lien and Mortgage upon the Premises as evidenced by a duly recorded Mortgage, which lien and security interest is valid and remains in full force and effect as of the date such mortgage was first recorded, and nothing herein modifies the priority of the Mortgage as originally filed; and it is further

**ORDERED**, that the terms of the Note and Mortgage are not amended other than as detailed in the Trial Modification Agreement and/or any permanent loan modification agreement; and it is further

**ORDERED**, that this Order, the Trial Modification Agreement and/or any permanent loan modification agreement may be filed with the clerk for recording in the land records with respect to the Premises and the clerk shall accept this order for recording; and it is further

**ORDERED**, that nothing in this Order shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Mortgage; and it is further

**ORDERED**, that this Court shall retain jurisdiction over any dispute arising from  
or in connection with this Order.

CONSENTED TO AND AGREED TO:

Dated: January 22, 2014  
**GENOVA & MALIN**  
By: /s/ Andrea B. Malin  
Andrea B. Malin, Esq.  
1136 Route 9  
Wappingers Falls, New York 12590  
Tel.: (845) 298-1600  
Email: [genmallaw@optonline.net](mailto:genmallaw@optonline.net)  
*Attorneys for the Debtor*

Dated: January 22, 2014  
**TEITELBAUM & BASKIN, LLP**  
By: /s/ Jay Teitelbaum  
Jay Teitelbaum, Esq.  
1 Barker Avenue, Third Floor  
White Plains, New York 10601  
Tel: (914) 437-7670  
Email: [jteitelbaum@tblawllp.com](mailto:jteitelbaum@tblawllp.com)  
*Attorneys for JPMorgan Chase Bank, N.A,  
as servicer for Fannie Mae*

**Dated: January 28, 2014**  
**Poughkeepsie, New York**



**/s/ Cecelia G. Morris**

---

**Hon. Cecelia G. Morris**  
**Chief U.S. Bankruptcy Judge**